

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

June 15, 2023

6:30 P.M.

Bradford County Courthouse

945 North Temple Avenue

Starke, Florida 32091

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AGENDA

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1. Chair to call meeting to order.
2. Public Hearing – Enactment of Ordinances- Richard Komando, County Attorney.

Action

- A. AN ORDINANCE OF BRADFORD COUNTY, FLORIDA, GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE; IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; PROVIDING FOR MONTHLY PAYMENTS TO BRADFORD COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

**\*FINAL READING\***

(Ask for public comments prior to motion and vote.)

- B. Consider approval of CPA 23-01 (BoCC) – Amendment to the Text and Future Land Use Plan Map of the Bradford County Comprehensive Plan. **\*FIRST READING\***

(Ask for public comments prior to motion and vote.)

RELATING TO AN AMENDMENT TO THE TEXT AND FUTURE LAND USE PLAN MAP SERIES OF THE BRADFORD COUNTY COMPREHENSIVE PLAN, PURSUANT TO AN APPLICATION, CPA 23-01, BY THE BOARD OF COUNTY COMMISSIONERS, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR DELETING POLICY I.3.3 OF THE FUTURE LAND USE ELEMENT; PROVIDING FOR ADDING OBJECTIVE I.3 AND ASSOCIATED POLICIES TO THE FUTURE LAND USE ELEMENT BY REGULATING EXTRACTION ACTIVITIES, AND RENUMBERING THE SEQUENTIAL OBJECTIVES AND ASSOCIATED POLICIES; PROVIDING FOR AMENDING THE OBJECTIVES AND POLICIES OF THE SUWANNEE RIVER SYSTEM 100-YEAR FLOODPLAIN SPECIAL PLANNING AREA SECTION OF THE FUTURE LAND USE ELEMENT BY ADDING THE SANTA FE RIVER AND THE NEW RIVER; PROVIDING FOR AMENDING POLICY S.3.4 OF THE SUWANNEE RIVER SYSTEM 100-YEAR FLOODPLAIN SPECIAL PLANNING AREA SECTION OF THE FUTURE LAND USE ELEMENT BY COMPILING WITH BUFFER STANDARDS ESTABLISHED FOR MINING ACTIVITIES PURSUANT TO THE POLICIES OF OBJECTIVE I.3 OF THE FUTURE LAND USE ELEMENT; PROVIDING FOR DELETING ILLUSTRATION A-X OF THE FUTURE LAND USE PLAN MAP SERIES, ENTITLED MINING AREAS; PROVIDING FOR AMENDING POLICIES V.2.1 AND V.2.6 OF THE CONSERVATION ELEMENT BY ADDING MINING ACTIVITIES; PROVIDING FOR AMENDING POLICY V.2.8 OF THE CONSERVATION ELEMENT BY REPLACING REGULATING MINING OPERATIONS WITHIN WETLANDS TO PROHIBIT MINING OPERATIONS WITHIN WETLANDS; PROVIDING FOR DELETING POLICY V.4.8 AND RENUMBERING POLICY V.4.9 OF THE CONSERVATION ELEMENT; PROVIDING FOR AMENDING RENUMBERED POLICY V.4.8 OF THE CONSERVATION ELEMENT BY ADDING LANGUAGE TO INCLUDE THE APPLICANT, ANY PROPOSED MINING ACTIVITY, AND MINING OPERATION PERMIT TO THE REQUIREMENTS OF THIS POLICY; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

3. Public Comments

- Three (3) minutes per speaker;
- Comments will not be accepted after the meeting begins;
- State your name and address into the record before speaking;
- Address your questions to the board, not county staff;
- Refrain from demands for an immediate board response; and
- No boisterous behavior; personal, impertinent, or slanderous remarks.

4. Approval of Consent Agenda Items:

Action

- A. Referral of Delinquent EMS Accounts in the Amount of \$68,200.80 to National Recovery Agency for Further Collection Efforts.
- B. Request to pay ESO Solutions, Inc. Invoice in the Amount of \$34,257.80
- C. HCA North Florida Interfacility Transfer Agreement
- D. Acceptance of EMS State Matching Grant Award

5. Sheriff's Award Presentation

Action

6. L3 Harris Corporation Invoices

- UPDATE: IGCF is requesting permission to pay L3 Harris Corporation access fees: Sheriff Smith is requesting to keep from having to bring this to the Commission every month, the IGCF Committee approved to pay this fee either on a monthly or quarterly basis, not to exceed \$2500.00 per month or \$10,000.00 quarterly. Whichever is more convenient. Paying quarterly means less paperwork and less time. NOTE: Invoices are post-use, paying for the previous months and not paying ahead of time. This agreement will include services through the end of fiscal year 24.

Action

7. Proposal for HI-SCAN 6040I Five Year On-Site Extended Warranty.

Action

8. Zoning – Road Closure

9. Clerk Reports – Denny Thompson, Clerk to the Board and Clerk of the Circuit Court.

10. Sheriff Reports – Gordon Smith, Sheriff

11. County Manager Reports – County Manager Scott Kornegay

- Recognition of Grant Writing Committee – Ben Carter, Chief of Fire Rescue

12. County Attorney Reports – Rich Komando

13. Commissioner's Comments

14. Chair's Comments

Notice:

Pursuant to Section 286.0105, Florida Statutes, notice is hereby provided that, if a person decides to appeal any decision made by the Board of County Commissioners of Bradford County, Florida with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: June 15, 2023

AGENDA ITEM: **AN ORDINANCE OF BRADFORD COUNTY, FLORIDA GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE; IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; PROVIDING FOR MONTHLY PAYMENTS TO BRADFORD COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.**

\*Second Reading\*

DEPARTMENT: County Manager

**ORDINANCE NO. 2023-**

**AN ORDINANCE OF BRADFORD COUNTY, FLORIDA GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE; IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; PROVIDING FOR MONTHLY PAYMENTS TO BRADFORD COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners of Bradford County (hereinafter "County") recognizes that the citizens of the County need and desire the benefits of electric service; and

**WHEREAS**, the provision of such service requires substantial investments of capital and other resources in order to construct, maintain and operate facilities essential to the provision of such service in addition to costly administrative functions, and the County does not desire to undertake to provide such services; and

**WHEREAS**, Florida Power & Light Company (hereinafter "FPL") is a public utility which has the demonstrated ability to supply such services; and

**WHEREAS**, FPL and the County desire to enter into a new franchise agreement providing for the payment of fees to the County in exchange for the nonexclusive right and privilege of supplying electricity and other services throughout the County free of competition from the County, pursuant to certain terms and conditions;

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA:**

Section 1. The above recitals are hereby found to be true and correct and



are adopted and approved as if set forth fully herein.

Section 2. There is hereby granted to Florida Power & Light Company, its successors and assigns (herein called the "Grantee"), for the period of 30 years from the effective date hereof, the non-exclusive right, privilege and franchise (herein called "franchise") to construct, operate and maintain in, under, upon, along, over and across the present and future roads, streets, alleys, bridges, easements, rights-of-way and other public places (herein called "public rights-of-way") throughout all of the unincorporated areas, as such unincorporated areas may be constituted from time to time, of Bradford County, Florida, and its successors (herein called the "Grantor"), in accordance with the Grantee's customary practice with respect to construction and maintenance, electric light and power facilities, including, without limitation, conduits, poles, wires, transmission and distribution lines, and all other facilities installed in conjunction with or ancillary to all of the Grantee's operations (herein called "facilities"), for the purpose of supplying electricity and other services to the Grantor and its successors, the inhabitants thereof, and persons beyond the limits thereof.

Section 3. The facilities of the Grantee shall be installed, located or relocated so as to not unreasonably interfere with traffic over the public rights-of-way or with reasonable egress from and ingress to abutting property. To avoid conflicts with traffic, the location or relocation of all facilities shall be made as representatives of the Grantor may prescribe in accordance with the Grantor's reasonable rules and regulations with reference to the placing and maintaining in, under, upon, along, over and across said public rights-of-way; provided, however, that such rules or

regulations: (a) shall not prohibit the exercise of the Grantee's right to use said public rights-of-way for reasons other than unreasonable interference with motor vehicular traffic; (b) shall not unreasonably interfere with the Grantee's ability to furnish reasonably sufficient, adequate and efficient electric service to all of its customers; and (c) shall not require the relocation of any of the Grantee's facilities installed before or after the effective date hereof in public rights-of-way unless or until widening or otherwise changing the configuration of the paved portion of any public right-of-way used by motor vehicles causes such installed facilities to unreasonably interfere with motor vehicular traffic. Such rules and regulations shall recognize that above-grade facilities of the Grantee installed after the effective date hereof should be installed near the outer boundaries of the public rights-of-way to the extent possible. When any portion of a public right-of-way is excavated by the Grantee in the location or relocation of any of its facilities, the portion of the public right-of-way so excavated shall within a reasonable time be replaced by the Grantee at its expense and in as good condition as it was at the time of such excavation. The Grantor shall not be liable to the Grantee for any cost or expense in connection with any relocation of the Grantee's facilities required under subsection (c) of this Section, except, however, the Grantee shall be entitled to reimbursement of its costs from others and as may be provided by law.

Section 4. The Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by the Grantee of its facilities hereunder, and the acceptance of this ordinance shall be deemed an agreement on the part of the Grantee to indemnify the Grantor and hold

it harmless against any and all liability, loss, cost, damage or expense which may accrue to the Grantor by reason of the negligence, default or misconduct of the Grantee in the construction, operation or maintenance of its facilities hereunder.

Section 5. All rates and rules and regulations established by the Grantee from time to time shall be subject to such regulation as may be provided by law.

Section 6. As a consideration for this franchise, the Grantee shall pay to the Grantor, commencing 90 days after the effective date hereof, and each month thereafter for the remainder of the term of this franchise, an amount which added to the amount of all licenses, excises, fees, charges and other impositions of any kind whatsoever (except ad valorem property taxes and non-ad valorem tax assessments on property) levied or imposed by the Grantor against the Grantee's property, business or operations and those of its subsidiaries during the Grantee's monthly billing period ending 60 days prior to each such payment will equal six percent (6%) of the Grantee's billed revenues, less actual write-offs, from the sale of electrical energy to residential, commercial and industrial customers (as such customers are defined by FPL's tariff) within the unincorporated areas of the Grantor for the monthly billing period ending 60 days prior to each such payment, and in no event shall payment for the rights and privileges granted herein exceed six percent (6%) of such revenues for any monthly billing period of the Grantee.

The Grantor understands and agrees that such revenues as described in the preceding paragraph are limited to the precise revenues described therein, and that such revenues do not include, by way of example and not limitation:

(a) revenues from the sale of electrical energy for Public Street and Highway

Lighting (service for lighting public ways and areas);

(b) revenues from Other Sales to Public Authorities (service with eligibility restricted to governmental entities);

(c) revenues from Sales to Railroads and Railways (service supplied for propulsion of electric transit vehicles);

(d) revenues from Sales for Resale (service to other utilities for resale purposes);

(e) franchise fees;

(f) Late Payment Charges;

(g) Field Collection Charges;

(h) other service charges.

Section 7. The County shall, as provided herein, have the right to change the percentage remitted by the County to any rate between 0.5 percent and 6.0 percent. The County shall not exercise such right more than once in any calendar year. If the County changes the rate, County shall give Franchisee at least 60 days advance written notice prior to the effective date of the new rate, which date shall always be on the first day of a "billing cycle" of the Grantee, and the Grantee shall have 60 days after such new effective date to begin remitting the fee provided for herein to the County.

Section 8. As a further consideration, during the term of this franchise or any extension thereof, the Grantor agrees: (a) not to engage in the distribution and/or sale, in competition with the Grantee, of electric capacity and/or energy to any ultimate consumer of electric utility service (herein called a "retail customer") or to

any electrical distribution system established solely to serve any retail customer formerly served by the Grantee; (b) not to participate in any proceeding or contractual arrangement the purpose or terms of which would be to obligate the Grantee to transmit and/or distribute, electric capacity and/or energy from any person to any other retail customer's facilities; and (c) not to seek to have the Grantee transmit and/or distribute electric capacity and/or energy generated by or on behalf of the Grantor at one location to the Grantor's facilities at any other location. Nothing specified above shall prohibit the Grantor from engaging with other persons in wholesale transactions which are subject to the provisions of the Federal Power Act.

Nothing herein shall prohibit the Grantor, if permitted by law, (i) from purchasing electric capacity and/or energy from any other person, or (ii) from seeking to have the Grantee transmit and/or distribute to any facilities of the Grantor electric capacity and/or energy purchased by the Grantor from any other person; provided, however, that before the Grantor elects to purchase electric capacity and/or energy from any other person for consumption in any facilities being served by the Grantee before such election, the Grantor shall notify the Grantee in writing. Such notice shall include a summary of the specific rates, terms and conditions which have been offered by the other person and identify the Grantor's facilities to be served under the offer. The Grantee shall thereafter have 90 days to evaluate the other person's offer and, if the Grantee agrees to meet or beat the other person's offer, the Grantor shall be obligated to continue to purchase from the Grantee electric capacity and/or energy to serve the Grantor's identified facilities for a term no shorter than that offered by the other person.

Section 9. If the Grantor grants a right, privilege or franchise to any other person or otherwise enables any other such person to construct, operate or maintain electric light and power facilities within any part of the unincorporated areas of the Grantor in which the Grantee may lawfully serve or compete on terms and conditions which the Grantee determines are more favorable than the terms and conditions contained herein, the Grantee may at any time thereafter terminate this franchise if such terms and conditions are not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 60 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of such terms and conditions that it considers more favorable. The Grantor shall then have 60 days in which to correct or otherwise remedy the terms and conditions complained of by the Grantee. If the Grantee determines that such terms or conditions are not remedied by the Grantor within said time period, the Grantee may terminate this agreement by delivering written notice to the Grantor's Clerk and termination shall be effective on the date of delivery of such notice.

Section 10. If as a direct or indirect consequence of any legislative, regulatory or other action by the United States of America or the State of Florida (or any department, agency, authority, instrumentality or political subdivision of either of them) any person is permitted to provide electric service within the unincorporated areas of the Grantor to a customer then being served by the Grantee, or to any new applicant for electric service within any part of the unincorporated areas of the Grantor in which the Grantee may lawfully serve, and the Grantee determines that

its obligations hereunder, or otherwise resulting from this franchise in respect to rates and service, place it at a competitive disadvantage with respect to such other person, the Grantee may, at any time after the taking of such action, terminate this franchise if such competitive disadvantage is not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 90 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of the consequences of such action which resulted in the competitive disadvantage. The Grantor shall then have 90 days in which to correct or otherwise remedy the competitive disadvantage. If such competitive disadvantage is not remedied by the Grantor within said time period, the Grantee may terminate this agreement by delivering written notice to the Grantor's Clerk and termination shall take effect on the date of delivery of such notice.

Section 11. Failure on the part of the Grantee to comply in any substantial respect with any of the provisions of this franchise shall be grounds for forfeiture, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by the Grantee until there is final determination (after the expiration or exhaustion of all rights of appeal) by a court of competent jurisdiction that the Grantee has failed to comply in a substantial respect with any of the provisions of this franchise, and the Grantee shall have six months after such final determination to make good the default before a forfeiture shall result with the right in the Grantor at its discretion to grant such additional time to the Grantee for compliance as necessities in the case require.

Section 12. Failure on the part of the Grantor to comply in substantial

respect with any of the provisions of this ordinance, including:

(a) denying the Grantee use of public rights-of-way for reasons other than unreasonable interference with motor vehicular traffic;

(b) imposing conditions for use of public rights-of-way contrary to Florida law or the terms and conditions of this franchise;

(c) unreasonable delay in issuing the Grantee a use permit, if any, to construct its facilities in public rights-of-way, shall constitute breach of this franchise and entitle the Grantee to withhold all or part of the payments provided for in Section 6.

hereof until such time as a use permit is issued or a court of competent jurisdiction has reached a final determination in the matter. The Grantor recognizes and agrees that nothing in this franchise constitutes or shall be deemed to constitute a waiver of the Grantee's delegated sovereign right of condemnation and that the Grantee, in its sole discretion, may exercise such right.

Section 13. The Grantor may, upon reasonable notice and within 90 days after each anniversary date of this franchise, at the Grantor's expense, examine the records of the Grantee relating to the calculation of the franchise payment for the year preceding such anniversary date. Such examination shall be during normal business hours at the Grantee's office where such records are maintained. Records not prepared by the Grantee in the ordinary course of business may be provided at the Grantor's expense and as the Grantor and the Grantee may agree in writing. Information identifying the Grantee's customers by name or their electric consumption shall not be taken from the Grantee's premises. Such audit shall be



impartial and all audit findings, whether they decrease or increase payment to the Grantor, shall be reported to the Grantee. The Grantor's right to examine the records of the Grantee in accordance with this section shall not be conducted by any third party employed by the Grantor whose fee, in whole or part, for conducting such audit is contingent on findings of the audit.

Section 14. The provisions of this ordinance are interdependent upon one another, and if any of the provisions of this ordinance are found or adjudged to be invalid, illegal, void or of no effect, the entire ordinance shall be null and void and of no force or effect.

Section 15. As used herein "person" means an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an unincorporated association, a joint venture, a governmental authority or any other entity of whatever nature.

Section 16. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 17. A certified copy of this ordinance shall be filed by the Grantor with the Florida Department of State within 10 days after its enactment. As a condition precedent to the taking effect of this ordinance the Grantee shall file its written acceptance hereof with the Grantor's Clerk within 30 days of enactment of this ordinance. The effective date of this ordinance shall be the date upon which the Grantee files such acceptance.

**PASSED** in regular session of the Board of County Commissioners, with a quorum present this 6<sup>th</sup> day of June, 2023.

**PASSED AND ADOPTED** in regular session of the Board of County Commissioners, with a quorum present this 15<sup>th</sup> day of June, 2023.

**BOARD OF COUNTY COMMISSIONERS  
BRADFORD COUNTY, FLORIDA**

By: \_\_\_\_\_  
Diane Andrews, Chair

**ATTEST:**

\_\_\_\_\_  
Denny Thompson, Clerk of Court

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: June 15<sup>th</sup>, 2023

AGENDA ITEM: Consider approval of CPA 23-01 (BoCC) – Amendment to the Text and Future Land Use Plan Map of the Bradford County Comprehensive Plan.  
**FIRST READING**

DEPARTMENT: Zoning

PURPOSE/DESCRIPTION:

To approve an amendment to the Text and Future Land Use Plan Map of the Bradford County Comprehensive Plan, pursuant to an application, CPA 23-01, by the County Commissioners,

RELATING TO AN AMENDMENT TO THE TEXT AND FUTURE LAND USE PLAN MAP SERIES OF THE BRADFORD COUNTY COMPREHENSIVE PLAN, PURSUANT TO AN APPLICATION, CPA 23-01, BY THE BOARD OF COUNTY COMMISSIONERS, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR DELETING POLICY I.3.3 OF THE FUTURE LAND USE ELEMENT; PROVIDING FOR ADDING OBJECTIVE I.3 AND ASSOCIATED POLICIES TO THE FUTURE LAND USE ELEMENT BY REGULATING EXTRACTION ACTIVITIES, AND RENUMBERING THE SEQUENTIAL OBJECTIVES AND ASSOCIATED POLICIES; PROVIDING FOR AMENDING THE OBJECTIVES AND POLICIES OF THE SUWANNEE RIVER SYSTEM 100-YEAR FLOODPLAIN SPECIAL PLANNING AREA SECTION OF THE FUTURE LAND USE ELEMENT BY ADDING THE SANTA FE RIVER AND THE NEW RIVER; PROVIDING FOR AMENDING POLICY S.3.4 OF THE SUWANNEE RIVER SYSTEM 100-YEAR FLOODPLAIN SPECIAL PLANNING AREA SECTION OF THE FUTURE LAND USE ELEMENT BY COMPILING WITH BUFFER STANDARDS ESTABLISHED FOR MINING ACTIVITIES PURSUANT TO THE POLICIES OF OBJECTIVE I.3 OF THE FUTURE LAND USE ELEMENT; PROVIDING FOR DELETING ILLUSTRATION A-X OF THE FUTURE LAND USE PLAN MAP SERIES, ENTITLED MINING AREAS; PROVIDING FOR AMENDING POLICIES V.2.1 AND V.2.6 OF THE CONSERVATION ELEMENT BY ADDING MINING ACTIVITIES; PROVIDING FOR AMENDING POLICY V.2.8 OF THE CONSERVATION ELEMENT BY REPLACING REGULATING MINING OPERATIONS WITHIN WETLANDS TO PROHIBIT MINING OPERATIONS WITHIN WETLANDS; PROVIDING FOR DELETING POLICY V.4.8 AND RENUMBERING POLICY V.4.9 OF THE CONSERVATION ELEMENT; PROVIDING FOR AMENDING RENUMBERED POLICY V.4.8 OF THE CONSERVATION ELEMENT BY ADDING LANGUAGE TO INCLUDE THE APPLICANT, ANY PROPOSED MINING ACTIVITY, AND MINING OPERATION PERMIT TO THE REQUIREMENTS OF THIS POLICY; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

ASSOCIATED COST(S): Fees waived by the Board of County Commissioners

BUDGET LINE (G/L #): N/A

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TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED ACTION:

None at this meeting other than the **FIRST READING and PUBLIC COMMENTS.**

RECOMMENDED MOTION:

None

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AGENDA ITEM APPROVAL

DEPARTMENT HEAD: \_\_\_\_\_ DATE: \_\_\_\_\_

COUNTY MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET (AIIS)

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DATE OF MEETING: June 15<sup>th</sup>, 2023

AGENDA ITEM Request to refer delinquent EMS accounts in the amount of \$68,200.80 to National Recovery Agency for further collection efforts.

DEPARTMENT: FIRE RESCUE

PURPOSE: Refer delinquent EMS accounts to collections

ASSOCIATED COSTS: 15% collection fee

G/L ACCOUNT: n/a



## Bradford County

### Fire Rescue Department

945-C North Temple Avenue – Starke, Florida 32091

May 31<sup>st</sup>, 2023

#### Memorandum:

To: Mr. Scott Kornegay, County Manager  
From: Ben Carter, Chief of Fire Rescue  
Subject: Request to refer EMS billing accounts to collections

As you may be aware, the EMS Department has been moving forward with compiling and evaluating the uncollectible accounts that are reflected within the EMS accounting system.

At this time, I submit the amount of **\$68,200.80** and request that the BOCC consider this amount to be referred to National Recovery Agency for further collection efforts.

Thank you in advance for your patience of the EMS Department as we continue to put forth efforts to collect fees for services and maintain the accounting system in accordance with the County's Auditors.

Please contact me should you require any additional information.

Professionally,

Ben Carter  
Bradford County Fire Rescue

**BENJAMIN P. CARTER**  
CHIEF OF FIRE RESCUE

**DYLAN P. RODGERS**  
DIVISION CHIEF

**JEREMY LOOMIS**  
CAPTAIN

**CHRIS COOKSEY**  
FIRE MARSHAL

**MATTHEW R. ODOM, M.D.**  
MEDICAL DIRECTOR

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**Office Phone:**  
904-966-6911

**Fax:**  
904-966-6171

**Website:**  
[www.bradfordcountyfl.gov](http://www.bradfordcountyfl.gov)

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: June 15<sup>th</sup>, 2023

AGENDA ITEM Request to pay ESO Solutions, Inc. invoice in the amount of \$34,257.80.

DEPARTMENT: Fire/Rescue

PURPOSE: ESO Solutions, Inc. is the software system in which the fire/rescue department writes both fire and patient care reports.

ASSOCIATED COST(S): \$34,257.80

BUDGET LINE (G/L #): 001-08-516-52500-00



Please send payments to:  
 ESO Solutions, Inc.  
 PO Box 679449  
 Dallas, TX 75267-9449

# Invoice

**Date:** 4/17/2023  
**Invoice #** ESO-108472  
**Terms** Net 30  
**Due Date** 5/17/2023  
**PO#**

**Bill To**

Bradford County Fire Rescue  
 945 North Temple Ave  
 Suite C  
 Starke FL 32091  
 United States  
[dylan\\_rodgers@bradfordcountyfl.gov](mailto:dylan_rodgers@bradfordcountyfl.gov)

**Ship To**

Bradford County Fire Rescue  
 945 North Temple Avenue Suite C  
 Starke  
 FL 32091  
 US

Item	From	To	QTY	UOM	Total
<b>ESO Fire Incidents</b> Includes Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.	5/17/2023	5/16/2024	4	Stations	USD \$4,408.40
<b>ESO EHR Suite</b> Patient care reporting suite, includes EHR web and mobile client, Quality Management, AdHoc Reports, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades.	5/17/2023	5/16/2024	10,400	Incidents	USD \$18,014.70
<b>EHR Cardiac Monitor Integration</b> Cardiac monitors integration. Allows for import of cardiac monitor data via local or cloud integration. Ongoing maintenance included. Unlimited connections.	5/17/2023	5/16/2024	10,400	Incidents	USD \$1,333.85
<b>EHR Billing Interface</b> Allows for integration of discrete ePCR data into third-party billing software. Ongoing maintenance included.	5/17/2023	5/16/2024	10,400	Incidents	USD \$818.85
<b>EHR CAD Integration</b> Allows for integration of CAD data into EHR mobile and web application. Ongoing maintenance included. Additional fees from your CAD vendor may apply.	5/17/2023	5/16/2024	10,400	Incidents	USD \$3,084.85
<b>On Demand Learning</b> Unlimited, online training for all ESO products.	5/17/2023	5/16/2024	80	Employees	USD \$2,878.85
<b>ESO Inspections</b> Includes the ability to manage multiple code sets, using those to developed customized Check-lists for inspections. The application allows you to schedule, manage, execute and finalize inspections as well as reschedule any required follow up inspections.	5/17/2023	5/16/2024	4	Stations	USD \$1,987.90
<b>ESO Properties</b> Includes CAMEO integration, Pre-Plan view. Stores property and occupant history (presence of chemicals and tanks, Incidents, and previous inspections).	5/17/2023	5/16/2024	4	Stations	USD \$1,730.40





Please send payments to:  
 ESO Solutions, Inc.  
 PO Box 679449  
 Dallas, TX 75267-9449

# Invoice

**Date:** 4/17/2023  
**Invoice #** ESO-108472  
**Terms** Net 30  
**Due Date** 5/17/2023  
**PO#**

**Invoice Message:**

**ACH/EFT bank information:**

PNC Bank  
 Routing: 031207607  
 Account Number: 8026412499  
 Swift Code: PNCCUS33

**Check Remittance lockbox address:**

ESO Solutions, Inc.  
 PO Box 679449  
 Dallas, TX 75267-9449

<b>Total (Without Tax):</b>	USD \$34,257.80
<b>Tax:</b>	USD \$0.00
<b>Grand Total:</b>	USD \$34,257.80
<b>Amount Paid/Credit:</b>	USD \$0.00
<b>Total Recurring:</b>	USD \$34,257.80
<b>Total One-Time:</b>	
<b>Invoice Balance:</b>	USD \$34,257.80

Please submit payment remittances to [accountsreceivable@eso.com](mailto:accountsreceivable@eso.com) to ensure correct invoice application.

Amounts invoiced are per your agreement(s) which may include annual uplift and an increase in quantities based on usage overages. Your payment of this invoice serves as acceptance of such increases.

Questions? Contact: [AccountsReceivable@eso.com](mailto:AccountsReceivable@eso.com) 866-766-9471 option 8

**Tax ID:** 36-4566209

**ESO will never e-mail you soliciting payment information. Please call us or e-mail [AccountsReceivable@eso.com](mailto:AccountsReceivable@eso.com) if you have any questions or wish to make a change.**

**This invoice presents the total net price of the product(s) and/or service(s) which is inclusive (net) of any discount. As the buyer of such product(s)/service(s), you may have additional reporting obligations to federal or state health care programs (including pursuant to 42 CFR 1001.952(h)) and/or upon inquiry by the HHS Secretary or other state or federal agencies. As the buyer, you must adhere to any other relevant federal or third-party payer requirements.**

**Pay Online**

[For a 3% fee, pay via Card](#)

Direct Card Payment Link: [https://app.suitesync.io/payments/acct\\_1FelgtGvY2g6ha8S/custinvc/4969653/?amount=3528553.40](https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinvc/4969653/?amount=3528553.40)

[Pay via Online Bank Transfer](#)

Direct Bank Transfer Link: [https://app.suitesync.io/payments/acct\\_1FelgtGvY2g6ha8S/custinvc/4969653/?card=false](https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinvc/4969653/?card=false)

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET (AIIS)

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DATE OF MEETING: 6-15-2023

AGENDA ITEM HCA North Florida Interfacility Transfer Agreement

DEPARTMENT: Fire Rescue

PURPOSE: Approval of agreement between Bradford County and HCA North Florida for interfacility transfer services.

ASSOCIATED COSTS: NA

G/L ACCOUNT: NA

**AGREEMENT FOR AMBULANCE  
AND NON-MEDICAL TRANSPORTATION SERVICES**

**THIS AGREEMENT** ("Agreement") is made this 1<sup>st</sup> day of May 2023 ("Effective Date"), by and between Bradford County Fire Rescue (hereinafter referred to as "County") and North Florida Regional Medical Center (hereinafter referred to as "Facility"). County and Facility may also be referred to herein individually as a "Party" and collectively as the "Parties".

**RECITALS**

**WHEREAS**, Facility is a Hospital licensed under Chapter 395, Florida Statutes, located in Alachua County that provides general inpatient and outpatient medical services, is duly licensed by applicable state and federal authorities, is properly enrolled as a provider in the Medicare and Medicaid programs, and also accepts privately insured and private-pay patients; and

**WHEREAS**, Facility also operates North Florida Regional Medical Center, Starke Campus, 922 East Call Street, Starke, Florida 32091; and

**WHEREAS**, County is a licensed provider of emergency medical transportation services and is licensed in accordance with Chapter 401, Florida Statutes as described more fully herein, to provide those services in Bradford County, and is properly enrolled as a Medicare and Medicaid provider.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and agreements contained herein, the Parties to this Agreement agree as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference into this Agreement.
2. Appointment as Service Provider. Facility appoints County and County accepts such appointment to provide patient transportation services as:
  - a. Ambulance Services. County shall provide ground basic and advanced life support ambulance service ("Ambulance Services") for patients requiring such Ambulance Services, 24 hours-per-day, 7 days-per-week, pursuant to the terms of this Agreement. "Ambulance Services" consist of a response by County to the Facility, treatment and other pre-transport activities, including the rendering of emergency medical service at the Facility, appropriate care and treatment during transport, and transportation to the Facility or patient's other designated destination.
  - b. Level of Transport Services. In every instance, County will cooperate with Facility to ensure Advanced Life Support (ALS), or Basic Life Support (BLS) services are rendered based on the patient's status as well as medical necessity and payor requirements. In the event County utilizes a mode of transportation that is inappropriate for the patient based on the above factors absent the approval of the Facility. Facility shall not be responsible for the additional cost, if any, associated

with such transportation if the transport is of the type that is payable by the Facility as described in Appendix A.

- c. Staffing. County shall staff each ambulance with at least two County staff members each of whom is certified with the State of Florida Department of health to provide transport and emergency medical service.
3. Qualifications and Obligations.
  - a. Licensure and Certification. The parties covenant and agree that at all times they shall remain licensed, certified or enrolled in good standing with applicable state and federal licensing authorities, with all state and federal health care programs, and all required state or national accrediting organizations. The parties further agree that each will take all reasonable steps as set forth by the Office of Inspector General, United States Department of Health and Human Services ("OIG"), to ensure that it does not employ individuals who have been excluded from participation in federal health care programs.
  - b. Services in Compliance with Laws and Regulations. County shall provide all Transportation Services hereunder in accordance with applicable laws, regulations and standards of care, including but not limited to Medicare and Medicaid regulations and the prevailing standards of quality and care applicable to the Transportation Services. County will cooperate with Facility in utilizing the appropriate level of transportation based on the patient's status, applicable medical necessity and payor requirements.
  - c. Response Times. Both parties agree to meet quarterly to discuss response time expectations and to, in good faith, work together to ensure delays in transport arrivals are minimal. The Facility understands that non-emergency transports shall be handled based upon the County's Unit availability. The County agrees to notify the Facility on occasions to which delays are excessive.
4. Billing and Compensation.
  - a. Billing to Facility. Facility is financially responsible for a medical transport per the terms of Appendix A, County will bill Facility directly for Transportation Services rendered to patients of Facility. For these transports, Facility agrees to pay County according to the fee schedule set forth in Appendix B.
  - b. Payment Conditions for Transportation Services Covered by Facility.
    - i. Payment in Full. County shall not bill any patient, financially responsible party, insurer, or third-party payor for any transports that are the responsibility of Facility (as provided in Appendix A). When charges are properly billed for transports, County shall accept the fee schedule amounts outlined in the Appendices to this Agreement as payment in full.
    - ii. Fair Market Value of Charges. County represents and warrants that the rates reflected in all Appendices are consistent with fair market value for the services rendered.
    - iii. Prompt Payment. County agrees to invoice Facility for transports for which Facility is responsible within sixty (60) days following the date of service. Facility agrees to remit payment to County for all transports for which it is

responsible to pay pursuant to Appendix A, and which are uncontested, within sixty (60) days of the date of County's bill. Facility agrees that payment to County is not contingent upon any payments that Facility may collect from other sources.

- iv. Billing Disputes, Facility must make its dispute in writing within sixty (60) days of the invoice date to County and must explain its grounds for the dispute with specificity. Facility's failure to dispute charges in writing within this period shall be a waiver of its right to further dispute the charges and shall be confirmation that the amounts are due and owing.
- c. Provision of Information to County
  - i. Facility shall, prior to the time that Transportation Services are provided, furnish to County the information necessary for County to properly bill the Transportation Services provided. This includes, but is not limited to a face sheet and a properly completed physician certification statement ("PCS") when such documentation is required to support County's claim for payment. PCS forms shall be obtained by Facility on all non-emergency ambulance transports of Medicare beneficiaries and comply with the most current rules of the Centers for Medicare & Medicaid Services ("CMS"). Facility shall utilize PCS forms approved by County for this purpose.
  - ii. In the event of a dispute regarding the classification of any particular trip as a Medicare Part A or Part B trip, Facility agrees to provide County, within ten (10) days of County's request, any information within its possession or control, including but not limited to the resident's plan of care, to facilitate proper billing for the trip. Facility shall use its best efforts to obtain information not in its possession or control which may be material to County's determination as to proper billing under this Agreement.
  - iii. Facility further represents and warrants that it shall, within thirty (30) days of receiving any requests from CMS or its authorized County, make available any and all such records requested by CMS or its County for the purposes of determining whether any ambulance trips arising hereunder qualify for payment under Medicare Part B.
5. Term. This Agreement shall be for a term of two (2) years, commencing on the Effective Date. This Agreement may be renewed by the Parties upon written Agreement by both Parties. Either Party shall provide written notice of an intention to renew this Agreement thirty (30) days prior to the expiration of this Agreement.
6. Termination. Notwithstanding any other provision, either Party may terminate this Agreement at any time with or without cause by giving the other Party ninety (90) days written notice of termination, which notice shall specify the effective date of the termination.
7. Notices. Notices required or permitted to be given under this Agreement shall be made to the Parties at the following addresses and shall be presumed to have been received by the other Party

- a. three days after mailing by the Party when notices are sent by First Class mail, postage prepaid;
- b. upon transmission (if sent via facsimile with a confirmed transmission report); or
- c. upon receipt (if sent by hand delivery or courier service) as follows:

<u>County</u> Bradford County Fire Rescue 945-C North Temple Avenue Starke, Florida 32091	<u>Facility</u> North Florida Regional Medical Center 6500 W Newberry Road Gainesville, Florida 32605
--	--

and

Bradford County Board of  
County Commissioners  
d/b/a Bradford County Fire Rescue

- 8. Events of Default. Each of the following shall be an "Event of Default" under this Agreement entitling the non-defaulting Party to declare this Agreement void and of no further force and effect:
  - a. If Facility fails to pay County for the Transportation Services required to be performed hereunder or otherwise meet its obligations hereunder, and Facility fails to cure such breach within thirty (30) days of receipt of written notice from County.
  - b. If County fails to provide the Transportation Services as provided for in this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice from Facility.
  - c. Immediately, without additional prior notice, if either Party fails to maintain its required licenses, permits or certifications or is excluded from the Medicare or Medicaid programs.
  - d. Immediately, without additional prior notice, if either Party fails to keep in force the insurance policies required to be maintained under this Agreement.
  - e. Immediately, without additional prior notice, if either Party (i) admits in writing its inability to pay its debts generally as they become due, or (ii) files a petition to be adjudicated a voluntary bankrupt in bankruptcy or a similar petition under any insolvency act, or (iii) makes an assignment for the benefit of its creditors, or (iv) consents to the appointment of a receiver of itself or of the whole or any substantial part of its property.
  - f. Immediately, without additional prior notice, if any of the representations of either Party as set forth in this Agreement are false or misleading in any material respect.
- 9. Insurance and Indemnification.
  - a. Policies/Limits Required. County shall procure and maintain at its sole expense, the following types of insurance at limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate against all claims for damage or loss of property, and for bodily injury, including death, resulting from County's or its employee's

negligence, as provided by law: comprehensive public liability, medical/professional liability, medical malpractice, workers compensation, and motor vehicle insurance.

- b. Certification of Insurance Upon Request. Each Party shall upon request of the other Party require all insurance companies issuing policies hereunder to certify to the other Party that such policies have been issued and are in force and will remain not materially changed, canceled, or annulled except upon thirty (30) days prior written notice to the other Party.
  - c. Mutual Hold Harmless and Indemnification. Each party shall be responsible for the acts and/or negligence of its own employees and agents but shall not be responsible for the acts of the other party's agents or employees. This does not serve as a waiver by the County of its sovereign immunity §768.28, F.S. or the financial limits set therein.
10. Entire Agreement. This Agreement, including any Appendices hereto, constitutes the sole and only agreement of the Parties regarding its subject matter and supersedes any prior understandings or written or oral agreements between the Parties respecting this subject matter. Neither Party has received or relied upon any written or oral representations to induce it to enter into this Agreement except that each Party has relied only on any written representations contained herein.
11. Amendments. No agreement or understandings varying or extending this Agreement shall be binding upon the Parties unless it is memorialized in a written amendment signed by an authorized officer or representative of both Parties.
12. Assignment. This Agreement may be assigned by a Party upon the written approval of the other Party, which shall not be unreasonably withheld. Written approval is not required in the event a Party is sold or acquired by a successor entity or in the event of a change of ownership, although notice of such a transaction shall be given to the other Party within thirty (30) days after the effective date of such transaction. This Agreement shall be binding upon all successors and assigns.
13. Construction and Compliance.
  - a. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held by any court or by the OIG to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
  - b. Compliance. The Parties intend to comply fully with all applicable state and federal laws and regulations, including but not limited to the Balanced Budget Act of 1997, the Social Security Act, the federal Anti-Kickback Statute, the federal False Claims Act, and all applicable state and federal fraud and abuse laws and rules. Insofar as any terms or conditions of this Agreement are determined by any court or by the OIG to be contrary to any such statutes or regulations, the Parties will promptly and in good faith confer and resolve any issues so as to make the performance of this Agreement consistent with all applicable statutes and regulations.

- c. Notification of Actual or Potential Violation of Law. If either Party becomes aware of any actual or potential violations by the other Party, whether intentional or inadvertent, of any applicable state or federal statutes or regulations, it shall promptly notify the other Party.
  - d. Protection of Patient Information. The Parties, each of which are "covered entities," shall carry out their obligations under this Agreement in compliance with the privacy and security regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), to protect the privacy and security of any personally identifiable, protected health information ("PHI") that is collected, processed or learned as a result of the services provided pursuant to this Agreement. Both Parties acknowledge that their relationship to patients receiving services hereunder is a "direct treatment relationship" as that term is defined in the Privacy Regulations and that this contractual relationship does not constitute a "business associate" agreement pursuant to the Privacy Rule. The Parties also understand that it is permissible under HIPAA to freely exchange PHI for purposes of treatment, payment, or health care operations, including information to determine medical necessity. Both Parties agree to a free exchange of PHI for purposes of treatment, payment, or health care operations and Facility will provide all documents requested by County so that it may properly bill for covered transports.
  - e. Excluded Provider Warranty. Contractor represents and warrants to Hospital that Contractor and Contractor's representatives, (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) (the "federal healthcare programs") < (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services, but have not yet been excluded, debarred or otherwise declared ineligible to participate in the federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in Contractor or any of Contractor's representative being excluded from participation in the federal healthcare programs. This shall be an ongoing representation and warranty during the term of this Agreement and contractor shall immediately notify Hospital of any change in the status of the representations and warranty set forth in this section. Notwithstanding any provision of this Agreement to the contrary, any breach of this section shall give Hospital the right to terminate this Agreement immediately.
14. Complaints. Facility agrees that all complaints or unusual incidents involving personnel, equipment or service of County will be promptly reported to management of County and will be described in an incident report provided via phone call or email detailing the circumstances surrounding the complaint or incident, including the persons or entities involved, date and time of events at issue, and description of events at issue within three (3) business days of the occurrence. County must follow up with the facility within 3 business days of receiving the complaint. The Parties then agree to meet, if necessary, following submission of the report to attempt to resolve any issues arising from the incident,



15. Force Majeure. The Parties shall be excused for the period of any delay in or impossibility of the performance of any obligations hereunder, when prevented from doing so by any cause or causes beyond a Party's control, which shall include without limitation: all labor disputes, civil commotion, war, nuclear disturbances, hostilities, sabotage, terroristic acts, governmental regulations or controls, fire, accident or other casualty, interruption in the supply of any utilities or fuel, inability to obtain any material or services, or through acts of God.
16. Independent County Relationship. The relationship of the Parties is that of independent contractors. Neither Party shall be deemed to be the agent nor partner nor fiduciary of the other, nor is neither authorized to take any action binding upon the other. County is the sole provider of ALS transport services available to the public in general in Bradford County and is entering into this agreement with Facility in order to simplify and streamline Facilities operations between its remote locations and its main facility and to establish appropriate billing procedures for those individuals transported by County.
17. Governing Law. This Agreement is made and shall be construed in accordance with, and governed by, the laws of the State of Florida, without consideration of conflict of laws principles.
18. Confidentiality. Each Party agrees that if it has received trade secrets or confidential and proprietary information in the negotiation and execution of this Agreement, as designated by the other Party, it will not disclose any information so designated to any other person, organization or entity during the term of this Agreement or for a period of five (5) years thereafter, unless disclosure is required pursuant to United States federal law or Florida law.

**IF FACILITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, RELATED TO THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: BRADFORD COUNTY, 904-966-6327, 945 NORTH TEMPLE AVENUE, STARKE, FLORIDA 32091 OR [publicrecordsrequest@bradfordcountyfl.gov](mailto:publicrecordsrequest@bradfordcountyfl.gov).**

19. Access to Books and Records. County shall, for a period of four (4) years after this Agreement terminates, make available, upon the written request of the Secretary of Health and Human Services or the Comptroller General, or their representatives, this Agreement, and such books, documents and records as may be necessary to verify the nature and extent of the costs of the services rendered hereunder. Furthermore, the Parties agree that if any of the work provided for under this Agreement, with a value of Ten Thousand Dollars (\$10,000) or more in any twelve (12) month period, shall be performed by a subcontractor, they shall require the subcontractor to sign a similar agreement to make its books and records available for such a four (4) year period of time.
20. Waiver and Consent. The failure of either Party at any time to require performance by the other Party of any provision hereof shall not affect in any way the rights to require such performance of any other provision hereof, nor shall the waiver by either Party of

a breach of any provision hereof be taken or held to be a waiver of the provision itself. If the consent of either Party is necessary pursuant to the terms of this Agreement, such consent shall not be unreasonably withheld.

21. **Regulatory Changes.** The Parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The Parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the Parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the Parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either Party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the Parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either Party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.
22. **Non-Discrimination.** All services provided under this Agreement shall be provided without regard to the race, color, creed, sex, age, disability status, payor source or national origin of the resident requiring such services. County agrees to comply with all applicable laws prohibiting discrimination in the provision of services hereunder.
23. **Authorization of Agreement.** Each Party represents and warrants, each to the other with respect to itself, that the execution and delivery of this Agreement has been duly authorized and the individual executing this Agreement on behalf of each Party respectively has full power and authority to do so.
24. **No Referrals.** Nothing in this Agreement shall be construed to require either Party or their respective representatives to make or admit referrals to or from the other Party or otherwise generate business between the Parties. Notwithstanding the unanticipated effect of any of the provisions herein, the Parties intent to comply with 42 U.S.C. § 1320a-7b(b) (commonly known as the Anti-Kickback Statute), 42 U.S.C. § 1395nn (commonly known as the Stark law), and all other Federal or state law provision governing fraud and abuse or self-referrals under the Medicare or Medicaid programs, as such provisions may be amended from time to time.
25. **No Exclusions.** Each Party represents to the other that as of the Effective Date and during the term of this Agreement that it (i) is not excluded, debarred, or otherwise ineligible to participate in Federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) (the "Federal health care programs"); (ii) is not convicted of a criminal offense related to the provision of health care items or services; and, (iii) is not under investigation or otherwise aware of any circumstances that may result in it being excluded from participation in the Federal health care programs. This shall be an

ongoing representation and warranty during the Term. Either Party shall immediately notify the other of any change in the status of the representation and warranty set forth herein. Any breach of this representation and warranty shall give the other Party the right to terminate the Agreement immediately for cause.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

**FACILITY:**

North Florida Regional Medical Center

*Kristy Redd-Hachey*

Kristy Redd-Hachey (Jun 9, 2023 21:11 EDT)

Signature

Kristy Redd-Hachey

Print Name

CFO

Title

6/2/2023

Date

**BUSINESS ASSOCIATE:**

Bradford County Board of County  
Commissioners, d/b/a Bradford County  
Fire Rescue

Signature

Print Name

Title

Date

**APPENDIX A**  
**HOSPITAL FINANCIAL RESPONSIBILITY**

County shall only invoice Facility, and Facility shall only be responsible for compensating County for the Transportation Services rendered under this Agreement at the rates set forth in Appendix B. as outlined below:

1. When the transport is between locations operating under the same CMS Certification Number (CCN); or
2. When consistent with legal, regulatory and Facility policies and authorized in writing by Facility. County represents and warrants to Facility that it shall properly bill claims. Without limitation, any claims submitted by County for services rendered under this Agreement shall meet applicable medical necessity requirements.

**APPENDIX B  
FEE SCHEDULE**

County will invoice Facility and be compensated at the **140% of Medicare Allowable Rate** (all charges based on rural rates) for the following charge types:

Advanced Life Support 2  
Advanced Life Support - Emergency  
Advanced Life Support - Non-Emergency  
Basic Life Support - Emergency  
Basic Life Support - Non-Emergency  
Mileage 1-17  
Mileage > 17

**BUSINESS ASSOCIATE AGREEMENT**  
**(Facility Agreement)**

This Business Associate Agreement ("Agreement") dated May 1<sup>st</sup>, 2023 ("Effective Date"), is entered into by and between North Florida Regional Medical Center, Inc. dba North Florida Regional Medical Center ("Facility") and Bradford County Fire Rescue ("Business Associate"), each a "Party" and collectively, the "Parties."

**WHEREAS**, Facility is a covered entity ("Covered Entity") as defined in the federal regulations at 45 C.F.R. Parts 160 and 164, Subparts A and E (the "Privacy Standards");

**WHEREAS**, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), the U.S. Department of Health & Human Services ("HHS") promulgated the Privacy Standards, the security standards at 45 C.F.R, Parts 160 and 164, Subparts A and C (the "Security Standards") and the breach notification standards at 45 C.F.R. Part 164, Subpart D (the "Breach Notification Standards") requiring certain individuals and entities subject to these standards to protect the privacy and security of certain individually identifiable health information, including electronic individually identifiable health information;

**WHEREAS**, the Parties wish to comply with Privacy Standards, Security Standards and Breach Notification Standards as may be revised or amended by HHS from time to time;

**WHEREAS**, in connection with Business Associate's performance under its agreement(s) and/or other documented arrangements between Facility and Business Associate (collectively "Business Arrangements"), Business Associate may provide services for, or on behalf of Facility that require Business Associate to use, disclose, access, create, maintain and/or transmit health information that is protected by state and/or federal law; and

**WHEREAS**, Facility desires that Business Associate use and disclose PHI and/or EPHI in accordance with the terms specified herein, and the Parties desire to enter into this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. Business Associate Obligations. Business Associate may use, disclose, access, create, maintain and/or transmit health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. Business Associate acknowledges and agrees it meets the definition of a "business associate" at 45 C.F.R. §160.103. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards, the Breach Notification Standards, I-IIPAA or the HITECII Act, as applicable and as may be amended from time to time (collectively referred to hereinafter as the "Confidentiality Requirements"). PHI shall mean any and all

Protected Health Information, including Electronic Protected Health Information that Business Associate uses, discloses, accesses, creates, maintains and/or transmits for or on behalf of Facility pursuant to the Business Arrangements. "E PHI" shall mean PHI transmitted or maintained in electronic media. The Parties hereby acknowledge that the definition of PHI includes "Genetic Information" as set forth at 45 C.F.R. §160.103. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by Facility in the same manner. To the extent the Business Associate is to carry out Facility's obligations under the Confidentiality Requirements, the Business Associate shall comply with the provision(s) of the Confidentiality Requirements that would apply to the Facility in the performance of such obligation(s).

2. Use of PHI. Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Business Associate agrees not to use (or permit the use of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used by the Facility in the same manner. Furthermore, Business Associate shall use PHI: (i) solely for Facility's benefit and only for the purpose of performing services for, or on behalf Of, Facility as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Facility shall retain all rights in the PHI not granted herein. Except as necessary to perform services for Facility under the Business Arrangements, Business Associate may not de-identify PHI or other identifiable data without the express written authorization of Facility. All de-identification of PHI must be performed in accordance with the Confidentiality Requirements, specifically, 45 C.F.R. §164.514(b).
3. Disclosure of PHI.
  - a. Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party as necessary to perform its obligations under the Business Arrangements and as permitted or required by applicable federal and state law. Business Associate agrees not to disclose (or permit the disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI was disclosed by the Facility in the same manner. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that: (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Business Associate shall report to Facility any use or disclosure of PHI not permitted by this Agreement of which it becomes aware. Such report shall be made within five (5) business days of the Business Associate becoming aware of such use or disclosure.

- b. If Business Associate uses or contracts with any agent, including a subcontractor (collectively, "Subcontractors") that uses, discloses, accesses, creates, receives, maintains, or transmits PHI on behalf of Facility, Business Associate shall require its Subcontractors to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement; specifically, Business Associate agrees to enter into business associate agreements with its Subcontractors that meet the requirements of the Confidentiality Requirements; including but not limited to 45 C.F.R. §§164.314, 164.410, 164.502 and 164.504(e). In addition to Business Associate's obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Facility in writing, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or any Subcontractors in violation of this Agreement. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of "minimum necessary use and disclosure," (i.e., in accordance with 45 C.F.R. §164.502(b), only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed).
4. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Facility, Business Associate shall: (i) provide access to, and permit inspection and copying of, PHI by Facility under conditions and limitations required under 45 C.F.R. §164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Facility. Business Associate shall respond to any request from Facility for access by an Individual within five (5) business days of such request and shall make any amendment requested by Facility within ten (10) business days of such request. Any information requested under this Section 4 shall be provided in the form or format requested, if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Business Associate shall notify Facility within five (5) business days of receipt from an Individual of any request for access or amendment and reasonably cooperate with Facility in responding to such request. Facility, not Business Associate, shall be responsible for determining whether to grant or deny any access or amendment requested by the Individual, provided that nothing in this Agreement shall restrict Business Associate's ability to provide access or to copy of PHI as provided for by Section 13405(e) of HITECH, as amended, or any regulations promulgated pursuant to such provision, in compliance with the Confidentiality Requirements. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set when requested by Facility.
5. Accounting of Disclosures. Business Associate shall make available to Facility in response to a request from an Individual, information required for an accounting of disclosures of PHI with respect to the Individual in accordance with 45 CFR §164.528 (or such shorter time as may be required by state or federal law). Business Associate shall provide to Facility such information necessary to provide an accounting within thirty (30) days of



Facility's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the Individual or to Facility if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Facility and the Facility informs the Individual in advance of the fee, and the Individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive expiration or termination of this Agreement and shall continue as long as Business Associate maintains PHI.

6. **Withdrawal of Authorization.** If the use or disclosure of PHI under this Agreement is based upon an Individual's specific authorization regarding the use of his or her PHI, and: (i) the Individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the authorization is found to be defective in any manner that renders it invalid for whatever reason, then Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such Individual's PHI except to the extent Business Associate has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.
7. **Records and Audit.** Business Associate shall make available to IIHS or its agents, its internal practices, books, and records relating to the use and disclosure of PIA received from, created, or received by Business Associate on behalf of Facility for the purpose of determining Facility's compliance with the Confidentiality Requirements, in a time and manner designated by HHS. Except to the extent prohibited by law, Business Associate agrees to notify Facility immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.
8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will comply with the Security Standards and, by way of example and not limitation, use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. In accordance with the Security Standards, Business Associate will implement administrative, physical, and technical safeguards that protect the confidentiality, integrity and availability of the PHI that it uses, discloses, accesses, creates, receives, maintains or transmits. To the extent feasible, Business Associate will use commercially reasonable efforts to ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with Ill-IS Guidance published at 74 Federal Register 19006 (April 17, 2009) or such later regulations or guidance promulgated by MIS or issued by the National Institute for Standards and Technology ("NISI") concerning the protection of identifiable data such as PHI. Business Associate will promptly report to Facility any Security Incident of which it becomes aware; provided, however, that Facility acknowledges and shall be deemed to have received notice from Business Associate that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Business

Associate; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks. At the request of Facility, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, Business Associate's response to the Security Incident, and to the extent permitted by law, the identification of the party responsible for causing the Security Incident, if known.

9. Data Breach Notification and Mitigation.

- a. HIPAA Data Breach Notification and Mitigation. Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "HIPAA Breach"). The Parties acknowledge and agree that 45 C.F.R. §§164.404 and 164.410, as described below in this Section 9(a.) govern the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA Breach, notify Facility immediately and in no event later than five (5) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Facility, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Facility with sufficient information to permit Facility to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 et seq. Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Facility with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Facility may ask questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Business Associate will have a continuing duty to inform Facility of new

information learned by Business Associate regarding the HIPAA Breach; including but not limited to, the information described in items (i) through (v), above. This Section 9.1 shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Business Associate maintains PHI.

- b. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI and referred to hereinafter as "Individually Identifiable information") that, if misused, disclosed, lost or stolen, would trigger an obligation under one or more State data breach notification laws (each a "State Breach") to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) notify the Facility within five (5) business days of such misuse, disclosure, loss or theft; (ii) cooperate and assist Facility with any investigation into any State Breach or alleged State Breach; (iii) cooperate and assist Facility with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (iv) cooperate with Facility regarding the Facility's and Business Associate's obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (v) assist with the implementation of any decision by any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach. This Section 9(b) shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Business Associate maintains PHI or Individually Identifiable Information.
- c. Breach Indemnification. Business Associate shall indemnify, defend and hold Facility, and each of its officers, directors, employees, agents, successors and assigns harmless from and against any and all losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) in violation of the terms of this Agreement or applicable law; and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information. If Business Associate assumes the defense of an Information Disclosure Claim, Facility shall have the right, at its expense, to participate in the defense of such Information Disclosure Claim, Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Facility. To the extent permitted by law, Business Associate shall be fully liable to Facility for any acts, failures or omissions of Business Associate's Subcontractors and agents in furnishing the services as if

they were Business Associate's own acts, failures or omissions. For purposes of this Section 9(c) PHI and Individually Identifiable Information shall refer to PHI and Individually Identifiable Information used, disclosed, accessed, created, maintained, received or transmitted by and/or under the direction or control of Business Associate and/or its Subcontractors at the time of any HIPAA Breach and/or State Breach. This Section 9.3 shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Business Associate maintains PHI or Individually Identifiable Information.

#### 10. Term and Termination.

- a. Termination. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 10; provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.
- b. Termination without Cause. Facility shall have the right to terminate this Agreement for any reason upon thirty (90) days written notice to Business Associate,
- c. Termination for Cause. Either Party may immediately terminate this Agreement as set forth in this Section 10.(c) ("Terminating Party") and shall have no further obligations to the other Party ("Terminated Party") hereunder if either of the following events have occurred and are continuing to occur:
  - i. The Terminated Party fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Terminated Party; or
  - ii. The Terminated Party materially violates any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Terminated Party under this Agreement.
- d. Facility May Terminate Business Arrangements in Event of for Cause Termination. Termination of this Agreement for either of the two reasons set forth in Section 10.3 above shall be cause for Facility to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Facility.
- e. Termination Upon Conclusion of Business Arrangements, Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.
- f. Return of PHI Upon Termination. Upon termination of this Agreement for any reason, Business Associate agrees either to return to Facility or to destroy all PHI received from Facility or otherwise through the performance of services for Facility, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to return or destroy, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction

infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI. This Section 10.6 shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Business Associate maintains PHI.

11. No Warranty. PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN "AS IS" BASIS, FACILITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
12. Ineligible Persons. Business Associate represents and warrants to Facility that Business Associate, its directors, officers, and key employees: (i) are not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) or any state healthcare program (collective, the "Healthcare Programs"); (ii) have not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs (collectively, the "Warranty of Non-exclusion"). Business Associate's representations and warranties underlying the Warranty of Non-exclusion shall be ongoing during the term, and Business Associate shall immediately notify Facility of any change in the status of the representations and warranties set forth in this Section 12. Any breach of this Section 12 shall give Facility the right to terminate this Agreement immediately for cause.
13. Miscellaneous. This Section 13 shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Business Associate maintains PHI.
  - a. Notice. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by:
    - i. personal delivery;
    - ii. certified or registered United States mail, return receipt requested;
    - iii. overnight delivery service with proof of delivery; or
    - iv. facsimile with return facsimile acknowledging receipt. Notices shall be sent to the addresses below. Neither Party shall refuse delivery of any notice hereunder.

FACILITY:

North Florida Regional Medical Center, Inc.  
P.O. Box 147006  
Gainesville, FL 32614-7006  
Attention: President and CEO  
Tel. No.: 352-333-4100  
Fax No.: 352-333-4800

BUSINESS ASSOCIATE:

Bradford County Fire Rescue  
945-C North Temple Avenue  
Starke, FL 32091  
Attention: Benjamin Carter, Chief  
Tel. No.: 904-966-6906  
Fax No.: 904-368-3977

*copy to:* FACILITY Counsel:  
HCA — Legal Counsel  
2501 Park Plaza  
Nashville, TN 37203  
Attention: Craig Brooks  
Tel. No.: 615-344-1357  
Fax No.: 615-344-2598

*copy to:* Bradford County BOCC  
P.O. Drawer B  
Starke, FL 32091  
Attention: Scott Kornegay  
Tel. No.: 904-368-3901  
Fax No.: 904-368-3903

- b. Waiver. No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
- c. Assignment. Neither Party may assign (whether by operation of law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Facility shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Facility, whether by merger, acquisition, change in control, or other transaction involving the sale of all or substantially all of Facility's assets, without the prior approval of Business Associate.
- d. Severability. Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
- e. Entire Agreement. This Agreement constitutes the complete agreement between Business Associate and Facility relating to the matters specified in this Agreement and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the Parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party to this Agreement; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that Facility believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Facility may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) calendar days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and

shall be binding upon the Parties, their affiliates and respective successors and assigns.

- f. Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Florida, excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts Bradford County.
- g. Equitable Relief. Business Associate understands and acknowledges that any disclosure or misappropriation of any PHI in violation of this Agreement will cause Facility irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Facility shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Facility shall deem appropriate. Such right of Facility is to be in addition to the remedies otherwise available to Facility at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Facility.
- h. Nature or Agreement; Independent Contractor. Nothing in this Agreement shall be construed to create:
  - i. a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or
  - ii. a relationship of employer and employee between the parties. Business Associate is an independent contractor and not an agent of Facility. This Agreement does not express or imply any commitment to purchase or sell goods or services.
- i. Counterparts. This Agreement and any amendments hereto may be executed by the Parties hereto individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement. Execution and delivery of this Agreement and any amendments by the Parties shall be legally valid and effective through:
  - i. executing and delivering the paper copy of the document,
  - ii. transmitting the executed paper copy of the document by facsimile transmission or electronic mail in "portable document format" (".pdf") or other electronically scanned format, or
  - iii. creating, generating, sending, receiving or storing by electronic means this Agreement and any amendments, the execution of which is accomplished through use of an electronic process and executed or adopted by a Party with the intent to execute this Agreement (i.e., "electronic signature" through a process such as DocuSign).

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**FACILITY:**

North Florida Regional Medical Center

*Kristy Redd-Hachey*  
Kristy Redd-Hachey (Jun 9, 2023 21:11 EDT)

Signature

Kristy Redd-Hachey

Print Name

CFO

Title

6/2/2023

Date

**BUSINESS ASSOCIATE:**

Bradford County Board of County  
Commissioners, d/b/a Bradford County  
Fire Rescue

Signature

Print Name

Title

Date



BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET (AIIS)

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DATE OF MEETING: 6-15-2023

AGENDA ITEM Acceptance of EMS State Matching Grant Award

DEPARTMENT: Fire Rescue

PURPOSE: Approval to accept the State EMS Matching Grant Award in the amount of \$64,708.00 for Power Load stretcher systems. No match associated.

ASSOCIATED COSTS: NA

G/L ACCOUNT: NA



## State EMS Matching Grant Awards June 2023

Organization	State Award	Grantee Match	Project Total	Summary of Approved Project
Baker County Fire Rescue Department	\$ 26,019.48	\$ -	\$ 26,019.48	Power stair chairs
Bradford County Fire Rescue	\$ 64,708.00	\$ -	\$ 64,708.00	Power Load system
Broward Sheriff's Office Department of Fire Rescue and Emergency Services	\$ 85,319.82	\$ 28,439.94	\$ 113,759.76	Athena Surge Case, IPAD W/ Case, Masimo miniCap Mainstream Kit, Ventilators
City of Brooksville	\$ 13,725.00	\$ 4,575.00	\$ 18,300.00	Automated External Defibrillator
City of Brooksville	\$ 12,564.00	\$ 4,188.00	\$ 16,752.00	Automated External Defibrillator
City of Deland	\$ 33,504.75	\$ 11,168.25	\$ 44,673.00	Automated External Defibrillator
City of Fort Lauderdale - Fort Lauderdale Fire Rescue	\$ 36,746.25	\$ 12,248.75	\$ 48,995.00	Manikin, adult, peds trauma
City of Hollywood Fire Rescue & Beach Safety	\$ 7,563.75	\$ 2,521.25	\$ 10,085.00	REALITi Plus manikin
City of Miami Beach	\$ 24,936.20	\$ 8,312.07	\$ 33,248.26	Automated External Defibrillator
City of Orlando Fire Department	\$ 21,150.00	\$ 7,050.00	\$ 28,200.00	Vinyl Lift and Bariatric
City of Palm Beach Gardens Fire Rescue Department	\$ 57,953.70	\$ 19,317.90	\$ 77,271.60	Automated External Defibrillator
City of Satellite Beach Fire Department	\$ 20,231.80	\$ 6,743.93	\$ 26,975.73	Utility Vehicle Ambulance
City of Satellite Beach Police Department	\$ 32,224.05	\$ 10,741.35	\$ 42,965.40	Automated External Defibrillator
Clay County Board of County Commissioners / Department of Public Safety	\$ 64,683.00	\$ 21,561.00	\$ 86,244.00	Paramedic Training
Dixie County Emergency Services	\$ 66,000.00	\$ -	\$ 66,000.00	Ventilators
Gadsden County Emergency Medical Services	\$ 94,335.31	\$ -	\$ 94,335.31	Power load and body armor
Gilchrist County Fire Rescue	\$ 47,125.00	\$ -	\$ 47,125.00	Automated External Defibrillator



## State EMS Matching Grant Awards June 2023

Organization	State Award	Grantee Match	Project Total	Summary of Approved Project
Gulf County Board of County Commissioners	\$ 17,599.00	\$ -	\$ 17,599.00	Stair Chairs
Hamilton County EMS	\$ 363,107.00	\$ -	\$ 363,107.00	2 ambulance remounts
Jackson County Fire Rescue	\$ 95,000.00	\$ -	\$ 95,000.00	Video laryno
Lake County Board of County Commissioners Office of EMS	\$ 36,210.00	\$ 12,070.00	\$ 48,280.00	Wifi Gateways
Lake Mary Fire Department	\$ 45,000.00	\$ 15,000.00	\$ 60,000.00	Power Cot with Power Load
Leon County Emergency Medical Services	\$ 17,812.50	\$ 5,937.50	\$ 23,750.00	CPR Courses
Leon County EMS	\$ 46,500.00	\$ 15,500.00	\$ 62,000.00	Automated External Defibrillator
Levy County Board of County Commissioners	\$ 100,000.00	\$ -	\$ 100,000.00	Ventilators
Levy County Board of County Commissioners	\$ 50,000.00	\$ -	\$ 50,000.00	Ultrasound
Miramar Fire Rescue Department	\$ 41,250.00	\$ 13,750.00	\$ 55,000.00	Simbodies EMS-T Trainer
Miramar Fire Rescue Department	\$ 55,125.00	\$ 18,375.00	\$ 73,500.00	EPOC blood analysis system
Palm Coast Fire Department	\$ 17,387.25	\$ 5,795.75	\$ 23,183.00	Rescupod
Pasco Pinellas Hillsborough Community Health Systems, Inc. / Florida Hospital Wesley Chapel	\$ 78,714.69	\$ 26,238.23	\$ 104,952.92	Ventilators
Pasco Pinellas Hillsborough Community Health Systems, Inc. / Florida Hospital Wesley Chapel	\$ 44,521.83	\$ 14,840.61	\$ 59,362.44	Bariatric Stretcher
Suwannee River Area Health Education Center, Inc	\$ 40,387.50	\$ 13,462.50	\$ 53,850.00	Resuscitation Academy
Suwannee River Area Health Education Center, Inc	\$ 31,597.50	\$ 10,532.50	\$ 42,130.00	Fair Way Program



## State EMS Matching Grant Awards June 2023

Organization	State Award	Grantee Match	Project Total	Summary of Approved Project
Tampa Fire Rescue	\$ 62,027.76	\$ 20,675.92	\$ 82,703.68	Monitors for Front Line Fire Apparatus
Temple Terrace Fire Department	\$ 17,284.73	\$ 5,761.58	\$ 23,046.31	Narcotics Electronic Cabinet
Union County Emergency Services	\$ 25,700.00	\$ -	\$ 25,700.00	Video Laryngoscope & Ultra Sound
Union County Emergency Services	\$ 57,000.00	\$ -	\$ 57,000.00	Power Load system

**Totals: \$ 1,951,014.87 \$ 314,807.03 \$ 2,265,821.89**

**Quantity of Applications: 37**

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: June 15, 2023

AGENDA ITEM Sheriff's Award Presentation- 2 Corrections Division/  
1 Patrol Division

DEPARTMENT: Sheriff's Office

PURPOSE:

ASSOCIATED COST(S):

BUDGET LINE (G/L #):

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: June 15, 2023

AGENDA ITEM: L3 Harris Corporation Invoices

DEPARTMENT: IGCF

PURPOSE: \* UPDATE: IGCF is requesting permission to pay L3 Harris Corporation access fees: Sheriff Smith is requesting to keep from having to bring this to the Commission every month, the IGCF Committee approved to pay this fee either on a monthly basis or quarterly basis, not to exceed \$2500.00 per month or \$10,000.00 quarterly. Whichever is more convenient. Paying quarterly means less paperwork and less time. NOTE: Invoices are post-use, paying for the previous months and not paying ahead of time. This agreement will include services through the end of – FY24

ASSOCIATED COST(S): Not to exceed: \$2500.00 (monthly)- \$10,000.00 (quarterly)

BUDGET LINE (G/L #):

Per the request from the County Finance Office- This agenda item is being updated per the BOCC Meeting Minutes from 3/06/2017 and will be renewed on a yearly basis.

Nichols

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**From:** Marlene Stafford <Marlene\_Stafford@bradfordcountyfl.gov>  
**Sent:** Monday, October 11, 2021 1:25 PM  
**To:** Kim Nichols  
**Subject:** FW: L3 HARRIS INVOICE

MINUTES FROM MARCH 6, 2017.....THIS CLEARS THINGS UP....

SHERIFF REPORTS--GORDON SMITH:

- PERMISSION TO PAY AN INVOICE FROM HARRIS CORPORATION FOR FEBRUARY 2017 SOF ACCESS FEE--TOTAL \$2,187.00 (IGCF Approved 01-26-17)

Sheriff Smith requested permission to pay an invoice from Harris Corporation for February 2017 SOF Access Fee in the amount of \$2,187.00. At the request of Clerk Norman, to keep from having to bring this to the Commission every month, the IGCF Committee approved to pay this fee either on a monthly or a quarterly basis, not to exceed \$2,500.00 per month or \$10,000.00 quarterly, whichever is more convenient.

Clerk Norman added that paying the fee on a quarterly basis means less paperwork and less time. Lieut. Shuford noted that the invoices would be post-use, paying for the previous months and not paying ahead of time.

Booc minutes  
Harris

. Regular Meeting & Workshop)

Commissioner Chandler moved, seconded by Commissioner Thompson, and carried 5-0, to pay the invoice of \$2,187.00 for the February 2017 SOF Access Fee.

Commissioner Durrance moved, seconded by Commissioner Thompson, and carried 5-0, to approve to pay the Access Fee on a quarterly basis, not to exceed \$10,000.00.

**From:** Marlene Stafford  
**Sent:** Monday, October 11, 2021 1:10 PM  
**To:** Kim Nichols <[kim\\_nichols@bradfordsheriff.org](mailto:kim_nichols@bradfordsheriff.org)>  
**Subject:** L3 HARRIS INVOICE

Attached is a copy of the invoice that was paid for April-June 2021.

*Marlene Stafford*

Finance Clerk-Accounts Payable  
Bradford County Clerk's Office  
P.O. Drawer B  
Starke, FL 32091  
904-966-2270(PH)  
904-966-6256(FX)  
[marlene\\_stafford@bradfordcountyfl.gov](mailto:marlene_stafford@bradfordcountyfl.gov)

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**C. RESOLUTION--EXPRESSING OPPOSITION TO FLORIDA HOUSE BILL 17 AND FLORIDA SENATE BILL 1158 (Addendum Item)**

Mr. Sexton presented the Resolution for consideration and read the title into the record. According to the Small County Coalition and FAC, this is another effort by the legislature to remove control over local affairs from the counties. HB17 and SB1158 are designed to eat away at what is commonly referred to as the "Home Rule" authority that counties have. These bills would prohibit counties from imposing any regulations on certain developments, new construction permits, impact fees, businesses, contractors etc., that were not expressly authorized by the legislature. As it stands now, counties can impose any regulations they choose as long as they are not regulating in an area contrary to where the legislature has already acted.

*Commissioner Durrance moved to adopt the Resolution as presented. Commissioner Dougherty seconded the motion.*

Following was brief discussion regarding the importance of "Home Rule", *the motion carried 5-0.* (The Resolution was assigned No. 2017-07.)

**D. CONSIDER REQUEST FOR EXCEPTION FROM LOAD LIMIT REQUIREMENT PROVIDED FOR IN SECTION 78-1, BRADFORD COUNTY CODE OF ORDINANCES. (Addendum Item)**

Mr. Sexton advised that a request was received last week from a trucking firm to transfer some equipment in the southwest portion of the County for a one-time, one vehicle trip. The trucking firm anticipates that they will exceed the weight limit for the roads traveled. The trucking firm has received permission from Alachua County and FDOT to exceed the limits on those roads. The current ordinance regulating load limits allows the Board to make an exception to the 50,000 pound weight limit.

*Commissioner Durrance moved to approve the request. Commissioner Thompson seconded the motion.*

Following brief discussion regarding the ability of the roads involved to withstand the heavy traffic, *the motion carried 5-0.*

**SHERIFF REPORTS--GORDON SMITH:**

- **PERMISSION TO PAY AN INVOICE FROM HARRIS CORPORATION FOR FEBRUARY 2017 SOF ACCESS FEE--TOTAL \$2,187.00 (IGCF Approved 01-26-17)**

Sheriff Smith requested permission to pay an invoice from Harris Corporation for February 2017 SOF Access Fee in the amount of \$2,187.00. At the request of Clerk Norman, to keep from having to bring this to the Commission every month, the IGCF Committee approved to pay this fee either on a monthly or a quarterly basis, not to exceed \$2,500.00 per month or \$10,000.00 quarterly, whichever is more convenient.

Clerk Norman added that paying the fee on a quarterly basis means less paperwork and less time. Lieut. Shuford noted that the invoices would be post-use, paying for the previous months and not paying ahead of time.

(03-06-17 Regular Meeting & Workshop)

*Commissioner Chandler moved, seconded by Commissioner Thompson, and carried 5-0, to pay the invoice of \$2,187.00 for the February 2017 SOF Access Fee.*

*Commissioner Durrance moved, seconded by Commissioner Thompson, and carried 5-0, to approve to pay the Access Fee on a quarterly basis, not to exceed \$10,000.00.*

Sheriff Smith reported the following:

- An individual has moved into the County and decided to name their road and to write their own address, disregarding the County's 9-1-1 addressing system. They have been to the post office and registered their address. When approached, the individual stated that they do not intend to use the County's system, that there is nothing the County can do about it, and claims that they are being picked on because they are from another country. Sheriff Smith requested permission to work with Mr. Sexton to draft an ordinance regulating the use of the County's 9-1-1 addressing system.
- Encouraged everyone to support the Bradford County Fair.
- Asked each Commissioner to purchase at least one basketball to support the Basketball Youth Program at RJE.
- The Sheriff's Office is strictly enforcing the speed limits and weight limits for the trucks on the County roads during the construction of the bypass. FHP is enforcing HWY 301.

There was brief discussion concerning where the contractor's trucks are purchasing their fuel.

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**CLERK REPORTS--RAY NORMAN:** None.

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**COUNTY MANAGER REPORTS--BRAD CARTER:**

- A. CONSIDER APPROVAL OF AN AGREEMENT BETWEEN BRADFORD COUNTY AND JONES EDMUNDS & ASSOCIATES, INC. FOR PROFESSIONAL SERVICES ON WORK ORDER NO. 16 TO PROVIDE ADDITIONAL ENGINEERING SERVICES FOR STORMWATER SYSTEM REPAIRS AT THE BRADFORD COUNTY LANDFILL. COST ESTIMATE-\$11,000.00--BENNIE JACKSON, Solid Waste Director**

Mr. Jackson presented the agreement for consideration.

*Commissioner Chandler moved, seconded by Commissioner Thompson, and carried 5-0, to approve the Agreement on Work Order No. 16 as presented.*

- B. CONSIDER APPROVAL OF AN AGREEMENT BETWEEN BRADFORD COUNTY AND JONES EDMUNDS & ASSOCIATES, INC. FOR PROFESSIONAL SERVICES ON WORK ORDER NO. 17 TO ABANDON THE GROUNDWATER AND LANDFILL GAS MONITORING WELLS AT THE BRADFORD COUNTY LANDFILL. COST ESTIMATE-\$10,870.00--BENNIE JACKSON, Solid Waste Director**

Mr. Jackson presented the agreement for consideration.

*Commissioner Thompson moved, seconded by Commissioner Dougherty, and carried 5-0, to approve the Agreement on Work Order No. 17 as presented.*

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: June 15, 2023

AGENDA ITEM: Proposal for HI-SCAN 6040I Five Years on-site Extended Warranty.

DEPARTMENT: Bradford County Courthouse Security

PURPOSE: Proposal for HI-SCAN 6040I Five Years on-site Extended Warranty.

ASSOCIATED COST(S): 5 YEARS \$12,187.50

BUDGET LINE (G/L #): 108-38-711-34000-00





**Proposal: HI-SCAN 6040i Five Years On-Site Extended Warranty**

The following proposal includes parts and labor for any Corrective Maintenance for five (5) additional years & One (1) Preventative Maintenance Visit per year: List Price \$18,750.00 - Discount \$6,562.50 = Final amount \$12,187.50. All labor and materials for Smiths equipment provided and installed by our company shall be covered for the warranty period specified on the contract, starting from the date of reception of the purchase order. The warranty shall include travel time, travel expenses, freight, replacement parts, labor, shipping, and all other incidentals required to repair or replace any defective parts. Our company agrees, upon written notice from the owner, promptly and without charge, and to the satisfaction of the owner, to make changes, replacements, and corrections which may be required to make good all defects in materials and/or equipment under its intended use, within the warranty period. The preventive maintenance and radiation survey will be scheduled based on the client's availability.

This warranty shall not apply if the user abuses or modifies the product or utilizes the product in an environment with excessive dirt, moisture, corrosive environment, or other improper conditions, or does not provide a suitable source of electric power for the product. Theft, vandalism, disasters, or Acts of God are also excluded.

PEMICA INC.

BRADFORD COUNTY

**Signature:**

**Signature:**

**Name/Position:**

**Name/Position:**

**Date:**

**Date:**

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: June 15<sup>th</sup>, 2023

AGENDA ITEM: Road Closure

DEPARTMENT: Zoning

PURPOSE/DESCRIPTION:

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Bradford County, Florida shall hold a public hearing on Thursday, June 15<sup>th</sup>, 2023 at 6:30 P.M., or as soon thereafter as the matter may be heard, in the Board of County Commissioners Chambers at the Bradford County Courthouse, located at 945 N. Temple Avenue in Starke, Florida, to consider the exercise of its authority pursuant to Chapter 336, *Florida Statutes*, to close and abandon a strip of land 30.0 feet in width lying between Lots 3,4,5, and 6 in Davis brothers, Truby's Sub-division as recorded in Deed Book E, Page 680 of the public records of Bradford County, Florida.

ASSOCIATED COST(S): Not determined at this time

BUDGET LINE (G/L #): N/A

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TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED ACTION: Seek input from County Public Works Department

RECOMMENDED MOTION: To be presented by The County Attorney

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